

**LIFELINE SERVICE TARIFF  
OF  
TEXAS 10 d/b/a CELLULAR ONE  
WITHIN THE STATE OF TEXAS**

Issued:  
November 2, 2012

Texas-10, LLC d/b/a Cellular One  
Lifeline Program  
10 S. Colonel Rowe Blvd., McAllen, Texas 78501

Effective: Upon  
Designation as an ETC

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## **Lifeline Terms of Service**

### **A. Service Description and Rates:**

1. Service Plans: Texas 10, LLC d/b/a Cellular One (“Cellular One”) offers several calling plans from which Lifeline subscribers may choose.
2. All plans include, at no extra charge: Caller ID; Call Waiting; and Voicemail.
3. Roaming outside Cellular One’s service area is not available under all service plans.
4. The Lifeline discounts will be applied against the monthly recurring charge for the particular Cellular One calling plan chosen by the subscriber. The examples below illustrate the monthly discounts<sup>1</sup> provided to Lifeline subscribers and to Lifeline subscribers who are residents of tribal lands who choose Cellular One’s Local Unlimited Talk Plan:

#### **Local Unlimited Talk Plan\***

<b>Standard Rate</b>	<b>Lifeline Discount</b>	<b>Lifeline Subscriber Rate</b>
<b>\$29.99 per month</b>	<b>- \$9.25</b>	<b>\$20.74</b>

\* Plan includes unlimited voice calling on the Cellular One Texas and Louisiana network. Standard features include the following free services: call waiting, caller identification, voicemail, long distance to any location within the fifty United States. Roaming is not available on this plan. Additional features may be added for additional fees, such as international calling and data, web and messaging solutions.

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<sup>1/</sup> These rates are based upon the interim rates established by the Federal Communications Commission (“FCC”) in its February, 2012 Lifeline Reform Order. *See* Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11, WC Docket No.s 11-42, 03-109, 12-23, CC Docket No. 96-45 (rel. Feb. 6, 2012) (*Lifeline Reform Order*). The \$20.74 rate is based upon a non-discounted rate of \$29.99 per month for the Local Unlimited Talk Plan, less a \$9.25 Lifeline discount. The \$0.00 per month rate for residents of tribal lands is based upon the non-discounted \$29.99 monthly calling plan rate less \$9.25, and then less an additional amount of “up to” \$25 for Tribal lands residents, which brings the Lifeline tribal lands residents’ rate to zero. Cellular One may revise its discounted rates and terms from time to time consistent with rules and order of the FCC and the Public Utility Commission of Texas.

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<b>Talk 500 Plan** †</b>		
<b>Standard Rate</b>	<b>Lifeline Discount</b>	<b>Lifeline Subscriber Rate</b>
<b>\$39.99 per month</b>	<b>- \$9.25</b>	<b>\$30.74</b>
<b>Talk 700 Plan*** †</b>		
<b>Standard Rate</b>	<b>Lifeline Discount</b>	<b>Lifeline Subscriber Rate</b>
<b>\$49.99 per month</b>	<b>- \$9.25</b>	<b>\$40.74</b>
<b>Talk 1400 Plan**** †</b>		
<b>Standard Rate</b>	<b>Lifeline Discount</b>	<b>Lifeline Subscriber Rate</b>
<b>\$59.99 per month</b>	<b>- \$9.25</b>	<b>\$50.74</b>
<b>Talk Unlimited Plan***** †</b>		
<b>Standard Rate</b>	<b>Lifeline Discount</b>	<b>Lifeline Subscriber Rate</b>
<b>\$49.99 per month</b>	<b>- \$9.25</b>	<b>\$40.74</b>

\*\* Plan includes 500 minutes of voice calling on the Cellular One Texas and Louisiana network.

\*\*\* Plan includes 700 minutes of voice calling on the Cellular One Texas and Louisiana network.

\*\*\*\* Plan includes 1400 minutes of voice calling on the Cellular One Texas and Louisiana network.

\*\*\*\*\* Plan includes unlimited minutes of voice calling on the Cellular One Texas and Louisiana network.

† Standard features include the following free services: mobile-to-mobile calling, nights and weekends calling, call waiting, call forwarding, incoming text messages, conference calls, and basic voicemail. Additional charges include additional minutes at \$0.30 per minute, data transmission or reception at \$0.41/MB, and picture messaging at \$0.30/message. Additional incrementally billed minutes of use, for example for international calls, or flat-fee packages may be added, such as Enhanced Voice Mail for \$4.99 per month, 2GB Smartphone Data for \$29.99 per month, or non-smartphone Web and Messaging for \$19.99 per month. Customer Care may be called toll-free to inquire into particular solutions for customer needs.

5. Taxes and mandatory government fees (where applicable) also apply to the monthly service rate. Such taxes and fees will be assessed to all subscribers,

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except that Lifeline subscribers are legally exempt from, and will not be assessed, federal universal service fees, Texas Universal Service Fund surcharges, or Texas Local Number Portability (LNP) charges.

6. Features that may be included in some plans and available on other plans at an additional charge, depending upon the service plan selected, include Call Forwarding, Text Messaging, Multimedia and Picture Messaging. These may be charged on a per-minute or per-message basis, or the customer may select a flat fee for a monthly allowance of minutes or messages.

## **B. General Terms and Conditions of Service**

1. **Service Availability:** Service is available only if a Lifeline subscriber is within the Cellular One service area. Cellular One's coverage maps by their nature are approximations of actual coverage and Cellular One cannot guarantee uninterrupted service or coverage. Service may be limited or interrupted by weather, terrain, obstructions such as trees or buildings, system capacity, repairs or modifications, priority access by government personnel in emergencies, or in response to nonpayment of charges, suspected fraud or misuse, or viruses.
2. **Service Activation:** To activate an account, a subscriber must purchase a Cellular One service plan. Cellular One will: (1) provide its Lifeline Subscribers with 911 and E911 access regardless of activation status; (2) provide E911-compliant handsets to all of its Lifeline Subscribers; and (3) replace, at no charge to a Subscriber, any non-compliant handset of an existing Subscriber that obtains Lifeline-supported services with an E911-compliant handset.
3. **Service Termination:** If a subscriber fails to pay any amount owed Cellular One within 21 days after the invoice date, or violates the terms and conditions of service, Cellular One may suspend and/or terminate service when permitted under the requirements and procedures of the Texas Low-Income Discount Administrator (LIDA) and the rules and orders of the FCC and the PUC.
4. **Service Cancellation by Subscriber:** a subscriber may cancel Lifeline service by calling Cellular One Customer Care toll free, using the Customer Care number available on its website and in stores, or at a Cellular One retail store.
5. **Changes in Service Plans:** Cellular One may make changes in its service plans, including offering promotional rates and services from time to time.

**C. Terms of Service**

The terms and conditions for Lifeline Service are found in Appendix A, "Cellular One Terms and Conditions of Service."

**D. Lifeline Service:**

- 1. Lifeline Service:** Lifeline service is a discounted telephone service available to qualified low-income consumers who reside within those areas of Texas in which the Company has been designated by the Public Utility Commission of Texas as an eligible telecommunications carrier. LIDA will provide a list of eligible customers to Cellular One each month.
- 2. Lifeline Eligibility Criteria:** Lifeline assistance is available to low-income customers as follows. Cellular One provides certification forms to subscribers and prospective subscribers, and reviews eligibility by accessing income databases where available, and reviewing documentation that establishes that the Prospect meets the income-based or program-based eligibility criteria set forth in 47 C.F.R. Title 54, Subpart E.
  - a. **Program-based Eligibility.** A customer is eligible for Lifeline if the customer participates in one or more of the following qualifying programs:
    - i. Medicaid
    - ii. Supplemental Nutrition Assistance Program (SNAP)
    - iii. Supplemental Security Income (SSI)
    - iv. Federal Public Housing Assistance
    - v. Low Income Home Energy Assistance Program (LIHEAP)
    - vi. Temporary Assistance for Needy Families (TANF)
    - vii. National School Lunch Program (free lunch program only)
    - viii. Health Benefit Coverage under Child Health Plan (CHIP) under Chapter 62 of the Health & Safety Code.
  - b. **Income-based Eligibility.** A customer with total gross annual household income that does not exceed 150% of the federal poverty income guidelines is eligible for Lifeline program certification. A customer who meets the income-eligibility standard but does not receive benefits under Medicaid or the other foregoing programs may self-enroll with the Low-Income Discount Administrator (LIDA) for Lifeline benefits.
- 3. Lifeline Territory:** Lifeline is available to all eligible residential customers residing in portions of the service territories of the following local exchange

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carriers: Alenco Communications, Inc., Consolidated Communications Company of Texas, Eastex Telephone Cooperative Inc., GTE Southwest Incorporated d/b/a Verizon Southwest, Southwestern Bell Telephone Company d/b/a AT&T Texas, United Telephone Company of Texas d/b/a CenturyLink, Valor Telecommunications of Texas, LLC d/b/a Windstream Communications Southwest, and Windstream Sugar Land, Inc

**4. Lifeline Terms and Conditions:**

- a. Lifeline support is limited to a single subscription per household where “household” is defined to be any individual or group of individuals who are living together at the same address as one “economic unit” and an “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household.
- b. Cellular One will require each subscriber to certify at time of service activation and at least annually thereafter that he or she is at least 18 years old, receives Lifeline-supported service only from Cellular One and receives benefits under one of the qualifying programs or meets the income eligibility standards. Cellular One’s Lifeline certification form will clearly inform subscribers that they are subject to penalties for perjury. The Lifeline credit will not be established until Cellular One has received proof of eligibility from LIDA. If the subscriber requests activation prior to Cellular One’s receipt of proof of eligibility, the requested service will be provided without the Lifeline credit until proof of eligibility has been received from LIDA.

**5. Toll Restriction:** Toll restriction is provided on all eligible accounts at no charge where network capabilities allow this function.

**6. Transfer of Lifeline Service is Prohibited:** Subscriber is prohibited from transferring his or her Lifeline service to any other person.

**7. Subscriber Address and Verification:** Subscribers participating in the Lifeline service must provide any new address to Cellular One within thirty (30) days of moving. If a subscriber provides Cellular One with a temporary address, Cellular One will verify with the subscriber as often as every ninety (90) days that this address remains valid. If the subscriber fails to respond to Cellular One within thirty (30) days, the subscriber will be de-enrolled from the Lifeline program. Cellular One reserves the right to track each Lifeline subscriber’s primary residential address and prohibit more than one supported service at each residential address. Cellular One does not retain copies of the documentation of a subscriber’s program-based eligibility for Lifeline services. Such documentation is properly disposed of. Cellular One, consistent with 47 C.F.R. § 54.517, will

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maintain the subscriber's certification form, as well as accurate records of how the subscriber demonstrated eligibility, and provide the documentation to the appropriate regulatory body upon request.

- 8. Annual Certification.** Cellular One will make and submit to USAC annual certifications, under penalty of perjury, relating to the Lifeline program, consistent with 47 C.F.R. § 54.416.
- 9. Subscriber Recertification:** Cellular One will require every consumer enrolled in the Lifeline program to verify on an annual basis that he or she is 18 years of age or older, receives Lifeline-supported service only from Cellular One and, to the best of his or her knowledge, no one else in the Subscriber's household is receiving a Lifeline-supported service. Cellular One will de-enroll Lifeline Subscribers who do not respond to the annual recertification within thirty (30) days.
- 10. Discontinuation of Lifeline Service, De-Enrollment:** Discontinuation of Lifeline service by de-enrollment is subject to the requirements and procedures of LIDA and rules and orders of the FCC and the Public Utility Commission of Texas. Cellular One will comply with all applicable regulations governing de-enrollment of Lifeline accounts, including without limitation for a subscriber's failure to continue to meet the criteria to be considered a qualifying low-income consumer, non-usage, duplicative support, or failure to re-certify.
- 11. Marketing Materials.** Cellular One will (a) publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service; (b) indicate on all materials describing the service, using easily understood language, that the service is a Lifeline service, that Lifeline is a government assistance program, the service is non-transferable, only eligible consumers may enroll in the program, and the program is limited to one discount per household; and (c) disclose its corporate name and/or its trade name on all materials describing the service.